

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

IN RE: : CASE NO. 18-BK-30213
: CHAPTER 7
: Judge: Humphrey

: ADVERSARY CASE NO. 18-03025

VILLAGE OF PLAIN CITY :

Plaintiff :

v. :

JOHN BLAINE STONER :

Defendant :

**ANSWER OF JOHN BLAINE STONER TO COMPLAINT TO PIERCE CORPORATE
VEIL AND TO DETERMINE DISCHARGEABILITY OF DEBT PER 11 USC SECTION
523(A)2(A), 11 USC 523A(4) and 11USC SECTION 523(A)(6)**

Now comes Defendant/Debtor, JOHN BLAINE STONER, by and through his Attorney,
and for his Answer to the Complaint filed by Plaintiff, VILLAGE OF PLAIN CITY, alleges as
follows:

FIRST DEFENSE

1. Defendant admits the allegations contained in paragraphs 1, 2, 3, 4, 7, 8, and 9 of
Plaintiff's Complaint.

2. Defendant specifically denies the allegations contained in paragraphs 5, 6, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, of Plaintiff's Complaint.

3. Defendant admits that Plaintiff made a payment to Blaine Builders, LLC, for the ordering of materials and a partial payment with respect to footers, but denies that said payments were in accordance with the Construction Agreement and further denies any remaining allegations contained in paragraph 10 of Plaintiff's Complaint.

4. Defendant denies the remaining allegations contained in Plaintiff's Complaint not specifically addressed herein.

SECOND DEFENSE

5. Plaintiff's Complaint fails to state a claim against Defendant upon which relief can be granted.

THIRD DEFENSE

6. Defendant reserves the right to assert additional defenses based upon further investigation or discovery.

FOURTH DEFENSE

7. There has been a failure to join necessary and indispensable parties.

FIFTH DEFENSE

8. There has been a failure to join Blaine Builders, LLC, as a necessary party Defendant to the within matter.

SIXTH DEFENSE

9. Defendant asserts this court lacks jurisdiction to determine any issue regarding the

corporate veil.

SEVENTH DEFENSE

10. Any purported losses sustained by Plaintiff have been as a result of Plaintiff's own conduct/performance or lack thereof.

11. There are sums due and owing from Plaintiff to Blaine Builders, LLC, which when determined would be an offset against any sums purportedly owed by Defendant to Plaintiff.

EIGHTH DEFENSE

12. At all times herein relevant, Plaintiff was in breach of the alleged Construction Agreement.

NINTH DEFENSE

13. At all times herein relevant, Plaintiff failed to disclose to Blaine Builders, LLC, significant and material issues with respect to the real property upon which the Construction Agreement work was to be completed, resulting in delays and additional costs.

WHEREFORE, for the foregoing reasons, Defendant respectfully requests that this Court enter judgment (a) demands that Plaintiff's Complaint be dismissed at Plaintiff's costs and directing the immediate entry of a discharge in Defendant's Bankruptcy Case; (b) awarding to the Defendant costs, expenses and reasonable attorneys' fees; and (c) granting to the Defendant such other and further relief as is just and appropriate.

LAGOS & LAGOS, P.L.L.

/s/ Samuel J. Petroff

By: SAMUEL J. PETROFF (0014983)

ATTORNEYS for Defendant/debtor
John Blaine Stoner
5057 Troy Road
Springfield, Ohio 45502
(937) 323-5555

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 22nd day of June, 2018, a true and correct copy of the foregoing, ANSWER was served on the following ECF participants, **electronically** through the Court's ECF system at the email address registered with the Court:

Asst US Trustee (Day)
Paul-Michael LaFayette, Attorney for Plaintiff

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LAGOS & LAGOS, P.L.L.

/s/Samuel J. Petroff
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